



APPENDIX G - EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

DO NOT INCLUDE IN PROPOSAL CONTENT

APPENDIX G BECOMES AN EXHIBIT TO RESULTANT AGREEMENT



**APPENDIX G - EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to COUNTY. Work cannot begin on the Agreement until this document has been executed.)

Contractor: _____

Agreement No: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above (the "Contractor") has entered into a contract (the "COUNTY Agreement") with the County of Los Angeles (the "COUNTY") to provide certain services to the COUNTY. The COUNTY requires your signature on this Contractor's Employee Acknowledgement, Confidentiality & Assignment Agreement (the "Agreement").

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the COUNTY Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the COUNTY Agreement.

I understand and agree that I am not an employee of the COUNTY for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY by virtue of my performance of work under the COUNTY Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY pursuant to any contract or other arrangement between any person or entity and the COUNTY.

I understand and agree that I may be required to undergo one or more background and security investigation(s) administered by my employer or by the COUNTY. Such investigations may consist of credit, criminal, and/or motor vehicle record checks. I understand that to the extent consistent with applicable federal and state laws, I will not be able to work under the COUNTY Agreement if I have any felony convictions or outstanding warrants. I further understand that I may not work under the COUNTY Agreement if I have been convicted of a misdemeanor within the last five (5) years, or convicted of multiple misdemeanors prior to the last five (5) years. I understand and agree that my continued performance of work under the COUNTY Agreement is contingent upon my passing any and all such investigations to the satisfaction of the COUNTY as well as to my employer. I understand and agree that my failure to pass any such investigation shall result in my immediate release from performance under the COUNTY Agreement and/or any future contract with the COUNTY.



Contractor Name: _____ Agreement No. _____

Employee Name: _____

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY and, if so, I understand that I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning property, health, criminal, voting and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any Confidential Information (as defined below), or other data or information obtained in connection with my work pursuant to the above-referenced COUNTY Agreement between my employer and the COUNTY. I agree to forward all requests for the release of any data or information received by me in connection herewith to my immediate supervisor.

I agree to keep confidential all property, health, criminal, voting and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information provided in connection with the COUNTY Agreement, third party information or information disclosed by COUNTY that Contractor or COUNTY treats as confidential, any information embodied in or relating to the Works (as defined below), and all other original materials produced, created, obtained or provided to or by me under or in connection with the COUNTY Agreement (collectively, "Confidential Information"). I agree to protect such Confidential Information against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment or otherwise in connection with this Agreement, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all materials embodying or containing Confidential Information to my immediate supervisor upon completion of work under the COUNTY Agreement, the termination of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT AGREEMENT:

As used in this Agreement, "Works" means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in



Contractor Name: _____ Agreement No. _____

Employee Name: _____

whole or in part during my employment with Contractor which relates to the COUNTY Agreement, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's or COUNTY's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (c) any part or aspect of any of the foregoing.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a "work made for hire," I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, create derivative works of, publish, distribute, sublicense, publicly perform and communicate, display, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor (including but not limited to the COUNTY) may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor, including but not limited to executing any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for my United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such



Contractor Name: _____ Agreement No. _____

Employee Name: _____

applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights, with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's or the COUNTY's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation or threatened violation of this Agreement may cause irreparable harm to COUNTY, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action, and that the COUNTY may furthermore seek all possible legal and equitable redress against me with respect to any such violation or threatened violation, including, without limitation, injunctive relief, without the posting of bond or other security.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____